

the ratification of the sale, that the next highest bidder should be considered as the purchaser, and that he had sold to *Elizabeth Murdock*, the defendant, as the highest bidder, and *William Brewer*, the plaintiff, as the next highest bidder. Upon which, the usual order *nisi* was passed; which having been published, the matter was submitted.

20th January, 1829.—BLAND, *Chancellor*.—While on the one hand this court has allowed to a trustee, in some respects, a greater range of discretion in making sales under a decree than is granted to a master in chancery in England; (b) so, on the other hand, it has, as occasion seemed to require, guarded such sales with more precautionary restrictions than have ever been adopted by the English court. This court will not suffer its proceedings to be delayed or perverted in any way whatever; (c) and therefore, where it has ascertained, that a person who had been reported by the trustee as the highest bidder had been unable to comply with his bid, or had conducted himself fraudulently, or had attempted to baffle the court; upon a re-sale, the trustee has been ordered to reject the bid of such person altogether. And so too where there is just reason to believe, that some one or more persons intend to outbid all others, and cause themselves to be reported as purchasers, with a design to embarrass the court, or to delay the plaintiff in the recovery of his claim; or who having no ostensible means of paying the purchase money, may yet be tempted to bid over every one else from an idle hope of being able to pay, the court may order or allow the trustee to report two or more persons as the highest bidders, upon the express condition, that if he who is reported as the highest bidder does not comply with the terms of sale, the next highest bidder may be received and considered as the purchaser. (d) The trustee has here very pro-

---

(b) *Gibson's Case*, 1 Bland, 144.—(c) *Deaver v. Reynolds*, 1 Bland, 50.

(d) *MONROE v. MONROE*.—In this case the decree directed the real estate of *Horatio G. Monroe*, deceased, to be sold on a credit of twelve months. Before a ratification of the sale, or even the publication of the usual order *nisi*, the trustee, by his petition not sworn to, stated that *James Monroe*, who he had reported as the purchaser, had positively and repeatedly refused to give bond for the payment of the purchase money, as required by the terms of the sale; whereupon, the trustee prayed that a re-sale might be ordered at the cost of the purchaser, making him liable to pay the loss, if any, &c. Upon which an order was passed appointing a day for hearing, of which notice was to be given; after which notice having been given, the matter was brought before the court.

14th July, 1821.—KILTY, *Chancellor*.—Without expressing any opinion as to the liability of the purchaser to pay the difference or loss, if any, on a re-sale, I do not